

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Monday, February 6, 2023 at 6:30 PM
Medina Valley ISD Central Office Board Room**

A Special Meeting of the MVISD Board of Trustees was held on Monday, February 6, 2023, beginning at 6:30 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Establish a Quorum
- B Pledge of Allegiance to the Flag followed by a moment of silence

II. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

III. Discussion and Possible Action Items

- A Medina Valley Independent School District Joint Election Agreement with Medina County 2
- B Medina Valley Independent School District Joint Election Agreement with Bexar County 9
- C Medina Valley Independent School District SMD # 5 and 2 At-Large Positions Trustee Election Order for May 6, 2023
General Election
- D Medina Valley Independent School District Order calling a bond election to be held in the May 6, 2023 13
General Election

IV. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071), the Board will consult with it's legal counsel regarding threatened litigation
- B Deliberation Regarding Real Property (TX Govt. Code Section 551.072), Deliberation regarding the purchase, exchange, lease or value of real property

V. Continued Discussion and Possible Action Items

- A Consider and take possible action regarding the purchase, exchange, lease or value of real property
- B Consider and take possible action regarding threatened litigation

VI. Adjournment

(Items do not have to be taken in the same order as shown on the meeting agenda.)



Medina County Elections Department
1300 Ave. M, Room 108
Hondo, Texas 78861
830-741-6009

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT, hereinafter referred to as the contract, is made by and between the Medina Valley Independent School District, hereinafter referred as the ISD, acting by and through, Lori Reeve, Public Information Officer - Administrative Assistant to the Superintendent/Board, and Medina County, hereinafter referred to as the County, acting by and through Lupe C. Torres, acting in the capacity of County Elections Administrator and duly authorized agent of Medina County, Texas, hereinafter referred to as County Elections Administrator, collectively and referred to as the parties, pursuant to the authority of Section 3 1.092 (a) of the Texas Election Code and Chapter 791 of the Texas Government Code, for the conduct and supervision of the Medina Valley ISD 2023 Joint General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the City, and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

1. DUTIES AND SERVICES OF THE COUNTY ELECTIONS ADMINISTRATOR

The County Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the City Election outlined in this Contract.

The County Elections Administrator in connection with the holding and supervision of said Election shall assume the following responsibilities:

- 1.1 Arrange for notifications, including writ of Election, training and compensation for all presiding election judges and alternate judges.

The County Elections Administrator shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of

clerks or other election workers authorized to work at each voting location. The County Elections Administrator shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments.

Election Judges and/or the alternate judges shall be responsible for supervising their clerks and the County Elections Administrator shall ensure their training for such supervisory duties.

The County Elections Administrator shall ensure that the election judges are provided with all required training and election supplies and materials at the time and place determined by the County Elections Administrator.

1.2 Arrange for the use and compensation of polling locations as set out in Attachment A.

1.3 Pay cost of election judges and clerks: Each election judge will receive \$14.00, Alternate Judge \$13.00 and clerk(s) will receive \$12.60 per hour plus overtime. Each election judge or designated clerk will receive an additional \$25.00 for delivery of election returns and supplies to the County Elections Administrator after the polls close, if the polling place is located anywhere other than the Elections Department. Elections judges and clerks will receive their normal hourly rate for attending the election school operated by the County Elections Administrator.

1.4 Procure, prepare, proof and distribute sample ballots and ballots, including Responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code.

1.5 Procure, prepare, and distribute election judge kits from any third-party vendor, if applicable.

1.6 Prepare the list of registered voter and any copies to be use in conducting the election at no cost.

1.7 Provide and publish all required legal notices of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.

1.8 Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed in Attachment A.

- 1.9 Receive mail ballot applications on behalf of the ISD. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the ISD will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing.
- 1.10 Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.
- 1.11 Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the ISD agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.
- 1.12 Supervise the handing and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- 1.13 Prepare the unofficial tabulation report after all precincts that have been counted, and provide a copy of the report to the ISD agent as soon as possible after all returns have tabulated. The ISD will be responsible for the official canvass of the election.
- 1.14 Provide at no cost for the storage of election records as provided by law.
- 1.15 Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the ISD is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The ISD shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

11. DUTIES AND SERVICES OF MEDINA VALLEY ISD.

The ISD, in connection with the holding and supervision of the said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- 2.1 Prepare election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- 2.2 Post and publish election notices in accordance with the applicable law. Final notices will be published and posted no later than the 60th day before Election Day.
- 2.3 Receive and process all candidate applications in accordance with Section 141.031 et seq. of the Texas Election Code. Deliver to the County Election Administrator as soon as possible the official working, as well as translation for ISD that is to be printed on the ballot with the exact forms, candidate order, wording and spelling that is to be used.
- 2.4 Payment of all amounts due to the County under the terms and conditions of this Contract. Pay an additional actual costs incurred by the County Elections Department if a recount for the election is required, or the election is contested in any manner.

111. PAYMENT FOR SERVICES

- 3.1 As required by Texas Election Code Section 31.100, the estimated allocated cost for the services set out herein is attached hereto as Attachment B and incorporated for all purposes herein. After the date of the City election and completion of all duties required by the County Elections Administrator under this contract, the County Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, and bill the ISD. The ISD shall be responsible for paying this net amount within 60 days from the date of the billing.
- 3.2 It is agreed that pricing for the election will vary from year to year due to the following: dependent upon the positions up for election, projected number of voters, as well as services requested by the ISD to be performed by the County.

IV. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

V. AMENDMENT AND SERVARABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the ISD and Medina County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION AND POLLING PLACES SET OUT IN ATTACHMENT A AND B

The Estimated Costs of Election attached to this Agreement as Attachment B may be modified as necessary, upon agreement entirely between Medina County and the ISD. Changes to polling locations, dates and times as set out in Attachment A, may be modified as necessary, upon agreement entirely between the County and the ISD. Signatures of the County Elections Administrator and the ISD of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

Administrator and the ISD of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth below.

APPROVED THIS _____ DAY OF _____, 2023.

BY:

BY:

Lupe C. Torres
Elections Administrator

Lori Reeve
PIR/Administrative Assistant to the
Superintendent/Board

Date

Date

ATTACHMENT A

VOTING LOCATIONS AND TIME PERIODS

EARLY VOTING

Early Voting is scheduled for Monday April 24, 2023 through May 2, 2023.

TIME PERIOD

Monday, April 24, Tuesday, April 25, Wednesday, April 26, Thursday, April 27, Friday, April 28, 2023, Monday, May 1, and Tuesday, May 2, 2023. Early voting will take place from 8:00 AM — 5:00 PM.

Saturday, April 29, 2023, Early voting from 9:00 AM — 2:00 PM.

LOCATION

Names and addresses of Early Voting polling locations:

Medina County Pct. 2, Annex Building
8366 FM 471 S
Castroville, Texas 78009

Medina County ESD No. 1, Station #15 Bldg.
17934 FM 1957
Rio Medina, Texas 78066

Voting By Mail

Name and address of Early Voting Clerk responsible for requests for ballots by mail

Lupe C. Torres
Elections Administrator
1300 Ave. M, Room 108
Hondo, Texas 78861
lupe.torres@medinatx.org

Election Day Voting Locations, Date and Time

DATE & HOURS

May 6, 2023 from 7:00 AM —7:00 PM

LOCATIONS

Medina County Pct. 2, Annex Building
8366 FM 471 S
Castroville, Texas 78009

Medina County ESD No. 1, Station #15 Bldg.
17934 FM 1957
Rio Medina, Texas 78066

The estimated total cost for the May 6, 2023 Joint General Election is **\$23,000.00**.

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with City of San Antonio (“COSA”); Alamo Heights Independent School District (“AHISD”); Judson Independent School District (“JISD”); San Antonio Independent School District (“SAISD”); Harlandale Independent School District (“HISD”); Medina Valley ISD (“MVISD”); Northside Independent School District (“NISD”); Southside Independent School District (“SSISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of Elmendorf (“COE”); the City of Fair Oaks Ranch (“FOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Olmos Park (“COOP”); the City of San Antonio (“COSA”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Universal City (“COUC”); the City of Von Ormy (“COVO”); and the Town of Hollywood Park (“TOHP”) and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 6, 2023 election.

WHEREAS, COSA will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, AHISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, HISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, JISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, MVISD will conduct a general and bond election on Saturday, May 6, 2023; and

WHEREAS, NISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, SAISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, SSISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COAH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COBH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COCH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COE will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COFOR will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COGF will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COK will conduct a general and special election on Saturday, May 6, 2023; and

WHEREAS, COLV will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COLO will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COOP will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COSA will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COSP will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COS will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COUC will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COVO will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, TOHP will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 6, 2023 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 6, 2023 (the “Joint Election”) under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 6, 2023, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

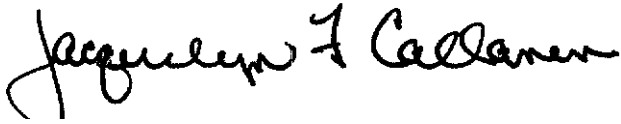
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2023.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____



May 2023 Bond Package

	Projects
High School 2	\$ 323M
Key Card Entry & Security Cameras	\$ 5M
Land Purchase(s)	\$ 20M
MVHS AFJROTC Building	\$ 6M
MVHS Agricultural Classroom Updates	\$ 8M
Potranco, LAMS & MVMS Drive Improvements	\$ 4M
<hr/> Total	\$ 366M